

723

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 12th day of February, 19 81
between Donnie Eugene Hardin and wife, Illona Ellen Eunika Hardin

the party of the first part, and First National Bank of Columbiana, Columbiana, Ala., party of the second part,

WITNESSETH, that the party of the first part being indebted to the party of the second part in the sum of \$20,296.92
twenty thousand two hundred ninety-six and 92/100-----DOLLARS,
due by One promissory note(s) of this date 84 monthly installments of \$241.63 each,
first installment due the 15th of March, 1981 and one installment due the 15th of
each successive month thereafter until said indebtedness is paid in full

and being desirous of securing the payment of the same, and in consideration thereof, have granted, bargained, sold and
conveyed and by these presents do es grant, bargain, sell and convey to the said party of the second part the property
hereinafter described -- that is to say, situated in the County of Shelby, in the State of Alabama, and
more particularly known as

Commence at the NW corner of the SW 1/4 of the NW 1/4 of Section 31, Township 18 South,
Range 1 West, go in a Southerly direction 1250 feet; turn left and go Easterly 610
feet; turn left and go Northerly 170 feet for point of beginning; thence continue
Northerly 175 feet; turn left and go Westerly 250 feet; turn left and go Southerly
175 feet; turn left and go Easterly 250 feet to point of beginning, containing
one acre.

Surface rights only.

Also, an easement for ingress and egress ten (10) feet in width over and along the
existing driveway leading from Shelby County Highway No. 17 to the above conveyed
property.

Situated in Shelby County, Alabama.

BOOK 410 PAGE 103

File and record in Shelby County
(Shelby County, Alabama)

TO HAVE AND TO HOLD to the said party of the second part, its successors and assigns, forever. But this Deed is intended to operate as a Mortgage and is subject to the following condition -- that is to say, if the party of the first part shall pay and satisfy the debt above described and any other indebtedness to the owner or holder hereof as described on page 1 of this mortgage at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness or the interest thereon secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its successors, or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at Columbiana, Alabama, for cash, having advertised such sale in some newspaper published in said County by three weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of the said demand hereby secured, and pay over the remainder, if any, to the said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that the party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, with loss, if any, payable to the party of the second part as their interest may appear. And said party of the first part agrees to regularly assess said property, and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand at security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness OUR hand S and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of
I hereby acknowledge receipt of a
copy of this instrument.

CAUTION: It is important that you read
this document carefully before you sign
it.

Donnie Eugene Hardin

Donnie Eugene Hardin (L. S.)

Illona Ellen Eunika Hardin

Illona Ellen Eunika Hardin (L. S.)

RECEIVED
SHELBY CO. ALA.
FILED
1981 FEB 24 AM 11:12
Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

MTG TAX 30.45
Rec 3.00
1.00
34.45

THE STATE OF ALABAMA
Shelby County.
I, a Notary Public in and for said County
hereby certify that Donnie Eugene Hardin and wife, Illona Ellen Eunika Hardin

whose name S are signed to the foregoing conveyance, and who are known to me, acknowledged before
me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on
the day the same bears date.

Given under my hand, this 12th day of February, 19 81
Cynthia L. Lester
My Commission Expires Oct. 17, 1983

MORTGAGE

TO

THE STATE OF ALABAMA,
Shelby County

I, Judge of Probate for said County, hereby certify
that the within Mortgage was filed in my office
at o'clock M., on the day of, 19 81

and duly recorded on the day of, 19 81
of in Mortgage Record, Vol. No. on pages

Judge of Probate

Recording

Certificate

THE STATE OF ALABAMA,

Shelby County

I, Judge of Probate for said County, hereby certify
that the following privilege tax has been paid
within instrument as required by Acts 1902 and 1903
— viz: \$ cents

Judge of Probate